

## **ATHLETIC FIELD FUND RAISING AND USE AGREEMENT**

This Fundraising and Use Agreement (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the **Town of Hinesburg**, a Vermont municipal organization ("Hinesburg") and **CSSU Buccaneers Youth Football, Inc.**, a Vermont non-profit corporation engaged to promote youth football for students in the Chittenden South Supervisory Union School District (the "Bucs").

WHEREAS, Hinesburg has proposed the development of a recreational facility, including the construction of a road and athletic fields on certain property off Shelburne Falls Road in Hinesburg, Vermont, which proposed facility and athletic fields prepared by Lamoureux and Dickinson and approved by the Town of Hinesburg DRB.

WHEREAS, Hinesburg recognizes that the Bucs supply Hinesburg and the surrounding communities with a well organized, well equipped, and high quality football program that has met the growing demand for youth recreational football through volunteer leadership, coaching and support.

WHEREAS, Hinesburg and the Bucs recognize that the continuation of a quality football program requires the use of permanent high quality outdoor athletic fields that the Bucs can have first priority for the use each year for its football program during the months of August, September, October, November and December (the "football season").

WHEREAS, in order to help finance the road and athletic fields, Hinesburg has requested that the Bucs work with Hinesburg on a fundraising campaign to raise a portion of the proposed costs of the proposed recreation facility, both by in-kind and monetary donations.

WHEREAS, the Bucs agree to work together with Hinesburg on the fundraising campaign in exchange for the Agreement of Hinesburg to grant a ninety nine year lease to the Bucs for access and use of the proposed recreation facility, including the first priority use of one field and priority access to the remaining fields as available each year during the football season.

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, Hinesburg and the Bucs do hereby agree as follows:

### Article I – Purpose

The Parties agree to conduct a joint fundraising campaign to raise donations and in-kind contributions of goods, services and use of construction equipment to assist Hinesburg to obtain and develop the proposed road and athletic fields. In exchange, Hinesburg agrees to grant the Bucs a ninety nine year lease for the use of the proposed recreation facility including the first priority use of one field and priority access to the remaining fields as available each year during the football season. The consideration for the long term lease shall be the Bucs participation in the joint fundraising campaign, and no additional consideration, purchase price or use fee shall be required of the Bucs. The ninety nine year lease will set forth annual responsibilities.

Article II – Coordination of Efforts

The parties will cooperate with each other in all aspects of the campaign, including, for example, identification of potential donors, joint development of fundraising strategy, and joint development of brochures or other informational material regarding the campaign.

Article III –Description of the Campaign

In order to reinforce the agreement between the parties that the campaign is a joint endeavor, the parties agree that all communications regarding the campaign with potential donors will describe the Campaign as a joint effort of Hinesburg and the Bucs.

Article IV –Description of the Ninety Nine year lease

Hinesburg shall obtain marketable title to the proposed recreational facility and shall obtain all necessary subdivision or other required governmental permits and approvals. Hinesburg shall then grant the Bucs a ninety nine year lease to the proposed recreational facility. The ninety nine year lease shall grant the Bucs first priority use of one field and priority access to the remaining fields as available during the football season. Field use will occur primarily in August, September, October and early November. Typical use will be Monday thru Friday 4:30PM thru 8:30PM and Saturdays 7:30 AM thru 12:30PM. The parties shall mutually agree on the terms of the of the ninety nine year lease to set forth the rights and responsibilities of the parties with respect to but not limited to: use, annual maintenance, taxes, insurance including indemnity, insurance including sufficient coverage carried by the Bucs organization, lease termination clause including procedure in the event the Bucs become a defunct organization, field improvements, repairs to the subject property and a no subletting clause. The ninety nine year lease will be executed at a future date prior to the Bucs use of the athletic fields. The lease will commence upon the completion of the second multi-purpose field at the latest. Both parties agree that the Bucs shall contribute to the total fund raising effort for the construction of the two athletic fields, parking lot and road as shown on the plans prepared by Lamoureux and Dickinson and approved by the Town of Hinesburg DRB.

Article V – Amendments

This Agreement incorporated by reference contain the entire agreement between the parties and may be altered or amended only by agreement in writing executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth on the first page hereof.

**TOWN OF HINESBURG**

By: \_\_\_\_\_  
Selectman

\_\_\_\_\_  
Witness

**CSSU Buccaneers Youth Football, Inc.**

**By:** \_\_\_\_\_  
Director

\_\_\_\_\_  
Witness